



## South Carolina Department of Insurance

Capitol Center  
1201 Main Street, Suite 1000  
Columbia, South Carolina 29201

NIKKI R. HALEY  
Governor

RAYMOND G. FARMER  
Director

Mailing Address:  
P.O. Box 100105, Columbia, S.C. 29202-3105  
Telephone: (803) 737-6160

August 6, 2014

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AETNA LIFE INS CO  
151 FARMINGTON AVE  
ATTN: Law Department  
HARTFORD, CT 06156-0000

Dear Sir:

On August 6, 2014, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

**You must promptly acknowledge in writing your receipt of this accepted process.** When replying, please refer to File Number 155812, Kevin Bryant v. AETNA LIFE INS CO, et al., 2014-CP-23-04303.

By:

Sincerely Yours,

A handwritten signature in black ink, appearing to read "David E. Belton".

David E. Belton  
Senior Associate General Counsel  
(803)737-6132

Raymond G. Farmer  
Director  
State of South Carolina  
Department of Insurance

Attachment

CC: John R. Peace  
Post Office Box 8087  
Greenville, SC 29604-8087

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
C.A. NO. 2014-CP-23- 04303

Kevin Bryant,

Plaintiff,

vs.

Aetna Life Insurance Company,  
and The Boeing Company,

Defendants.

**COMPLAINT**

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER  
2014 AUG 4 PM 1 15

Plaintiff Kevin Bryant, by and through his undersigned counsel, complaining of the above-named Defendants would respectfully show unto this Honorable Court the following:

**JURISDICTION AND VENUE**

1. Prior to his disability, Plaintiff was an employee of Defendant The Boeing Company (hereinafter "Boeing").
2. At all times material to the allegations contained here, Plaintiff Kevin Bryant was a participant in the Boeing Company Short Term Disability Plan (hereinafter "the Plan").
3. Defendant Boeing created employee welfare benefits plans for the purpose of providing short term disability (STD) benefits to its employees.
4. Plaintiff is informed and believes that the name of the employee benefit plan in question is Boeing STD Plan (hereinafter "the Plan").
5. Defendant Boeing established and/or maintained a policy of group insurance with Defendant Aetna Life Insurance Company (hereinafter "Aetna") in order to provide STD benefits to its employees who chose to participate in the Plan.

6. Defendant Aetna is the insurer and claims administrator of the Plan.
7. Defendants Boeing and Aetna are each fiduciaries with respect to the Plan.
8. The Plan is governed by the Employee Retirement and Income Security Act of 1974 (hereinafter "ERISA"), 29 U.S.C. § 1001, *et seq.*
9. Pursuant to 29 U.S.C. § 1132(e), this Court has jurisdiction over Plaintiff's claims.

### **FACTUAL ALLEGATIONS**

10. Prior to his disability, Kevin Bryant enrolled in the STD Plan.
11. Kevin Bryant's last day at work was February 13, 2014.
12. Since February 13, 2014, Plaintiff has been unable to perform the material and substantial duties of his Own Occupation or Any Occupation due to various medical and neurological problems and conditions including but not limited to traumatic brain injury and epilepsy.
13. After he became disabled, Plaintiff applied for STD benefits.
14. On February 14, 2014, Aetna denied Plaintiff's claim for STD benefits.
15. On March 31, 2014, Plaintiff appealed Aetna STD denial decision.
16. On May 12, 2014, Defendant Aetna denied Plaintiff's STD claim appeal.
17. Plaintiff has exhausted all administrative remedies under the Plan.
18. Despite Plaintiff's continuous total disability since February 13, 2014, Defendants have wrongfully failed to pay STD benefits to Plaintiff as required by the Plan.
19. After the applicable elimination period under the terms of the Boeing Plan, Plaintiff will become eligible to apply for LTD benefits.

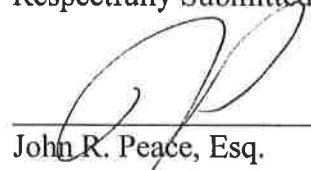
**CAUSE OF ACTION****Plaintiff's Claim for STD & LTD, pursuant to 29 U.S.C. §§ 1132(a)(1)(B)**

20. Plaintiff incorporates all prior allegations herein, where not inconsistent, as if fully set forth herein.
21. Plaintiff has been totally disabled from performing the material duties of his regular occupation since February 13, 2014.
22. Plaintiff is entitled to STD insurance benefits under the Plan.
23. Plaintiff has been totally disabled from performing the material duties of any occupation for which he is capable of performing by way of education, training, or experience, and is entitled to STD insurance benefits under the terms of the Plan as described above.
24. Plaintiff seeks STD benefits due under the terms of the STD Plan, to enforce his rights under the terms of the Plans, and to clarify his rights to future benefits under the terms of the Plan, pursuant to 29 U.S.C. §1132(a)(1)(B).
25. Plaintiff respectfully requests that the Court order each Defendant to pay all amounts due and owing for the Plaintiff's STD benefits under the terms of the Plan pursuant to 29 U.S.C. § 1132(a)(1)(B).
26. After completing the elimination period, Plaintiff is informed and believes that Plaintiff will be entitled to Long Term Disability benefits so long as he remained totally disabled.
27. Pursuant to 29 U.S.C. §1132(g), Plaintiff also respectfully requests that the court grant Plaintiff's attorneys fees and costs.

**WHEREFORE,** Plaintiff Kevin Bryant prays for judgment directing Defendants to pay Plaintiff's STD benefits pursuant to The Boeing Company Short Term Disability Plan, LTD

benefits pursuant to the LTD Plan, attorneys fees and costs, and all such further relief as the Court deems just and proper.

Respectfully Submitted,



John R. Peace, Esq.

PO Box 8087

1225 S. Church Street

Greenville, SC 29604-8087

Ph- (864) 298-0500

Fax- (864) 271-3130

**Attorney for Plaintiff Kevin Bryant**

August 4, 2014